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COSTCO WHOLESALE CORPORATION, a Washington
Corporation

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

CHARLOTTE KIRIHARA,

Plaintiff,

vs.

COSTCO WHOLESALE
CORPORATION, a Washington
Corporation; and DOES 1-50, Inclusive,
Defendants.

CASE NO. 2:19-CV-00611- FMO-RAO

STIPULATED PROTECTIVE ORDER¹

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted.

¹ This Stipulated Protective Order is substantially based on the model protective order provided under Magistrate Judge Rozella A. Oliver's Procedures.

1 Accordingly, the parties hereby stipulate to and petition the Court to enter the following
2 Stipulated Protective Order. The parties acknowledge that this Order does not confer
3 blanket protections on all disclosures or responses to discovery and that the protection it
4 affords from public disclosure and use extends only to the limited information or items
5 that are entitled to confidential treatment under the applicable legal principles.

6 B. GOOD CAUSE STATEMENT

7 This action is likely to involve trade secrets, confidential, and/or proprietary
8 information for which special protection from public disclosure and from use for any
9 purpose other than prosecution of this action is warranted. This Confidential Information
10 may be contained, among other things, in documents produced, answers to
11 interrogatories, deposition testimony, and/or any other oral or written responses to
12 discovery conducted in this matter; as well as, revealed a party or third-party.

13 Such confidential and proprietary materials and information consist of, but is not
14 limited to, confidential business information; confidential business policies, practices
15 and procedures; information regarding confidential business practices, or other
16 confidential research, development, or commercial information (including information
17 implicating privacy rights of third parties), information otherwise generally unavailable
18 to the public, or which may be privileged or otherwise protected from disclosure under
19 state or federal statutes, court rules, case decisions, or common law.

20 Accordingly, to expedite the flow of information, to facilitate the prompt
21 resolution of disputes over confidentiality of discovery materials, to adequately protect
22 information the parties are entitled to keep confidential, to ensure that the parties are
23 permitted reasonable necessary uses of such material in preparation for and in the
24 conduct of trial, to address their handling at the end of the litigation, and serve the ends
25 of justice, a protective order for such information is justified in this matter. It is the
26 intent of the parties that information will not be designated as confidential for tactical
27 reasons and that nothing be so designated without a good faith belief that it has been
28 maintained in a confidential, non-public manner, and there is good cause why it should

1 not be part of the public record of this case.

2 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER SEAL

3 The parties further acknowledge, as set forth in Section 12.3, below, that this
4 Stipulated Protective Order does not entitle them to file confidential information under
5 seal; Local Civil Rule 79-5 sets forth the procedures that must be followed and the
6 standards that will be applied when a party seeks permission from the court to file
7 material under seal.

8 There is a strong presumption that the public has a right of access to judicial
9 proceedings and records in civil cases. In connection with non-dispositive motions, good
10 cause must be shown to support a filing under seal. *See Kamakana v. City and County of*
11 *Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors Corp.*, 307 F.3d
12 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony Electronics, Inc.*, 187 F.R.D. 576,
13 577 (E.D. Wis. 1999) (even stipulated protective orders require good cause showing),
14 and a specific showing of good cause or compelling reasons with proper evidentiary
15 support and legal justification, must be made with respect to Protected Material that a
16 party seeks to file under seal. The parties' mere designation of Disclosure or Discovery
17 Material as CONFIDENTIAL does not—without the submission of competent evidence
18 by declaration, establishing that the material sought to be filed under seal qualifies as
19 confidential, privileged, or otherwise protectable—constitute good cause.

20 Further, if a party requests sealing related to a dispositive motion or trial, then
21 compelling reasons, not only good cause, for the sealing must be shown, and the relief
22 sought shall be narrowly tailored to serve the specific interest to be protected. *See Pintos*
23 *v. Pacific Creditors Ass'n*, 605 F.3d 665, 677-79 (9th Cir. 2010). For each item or type of
24 information, document, or thing sought to be filed or introduced under seal in connection
25 with a dispositive motion or trial, the party seeking protection must articulate compelling
26 reasons, supported by specific facts and legal justification, for the requested sealing
27 order. Again, competent evidence supporting the application to file documents under seal
28 must be provided by declaration.

Any document that is not confidential, privileged, or otherwise protectable in its entirety will not be filed under seal if the confidential portions can be redacted. If documents can be redacted, then a redacted version for public viewing, omitting only the confidential, privileged, or otherwise protectable portions of the document, shall be filed. Any application that seeks to file documents under seal in their entirety should include an explanation of why redaction is not feasible.

2. DEFINITIONS

2.1 Action: Kiriara v. Costco, Case No.. 2:19-CV-00611- FMO-RAO

2.2 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their support staff).

2.5 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

2.6 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

2.7 Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this Action.

1 2.8 House Counsel: attorneys who are employees of a party to this Action.
2 House Counsel does not include Outside Counsel of Record or any other outside
3 counsel.

4 2.9 Non-Party: any natural person, partnership, corporation, association or
5 other legal entity not named as a Party to this action.

6 2.10 Outside Counsel of Record: attorneys who are not employees of a party to
7 this Action but are retained to represent or advise a party to this Action and have
8 appeared in this Action on behalf of that party or are affiliated with a law firm that has
9 appeared on behalf of that party, and includes support staff.

10 2.11 Party: any party to this Action, including all of its officers, directors,
11 employees, consultants, retained experts, and Outside Counsel of Record (and their
12 support staffs).

13 2.12 Producing Party: A Party or Non-Party that produces Disclosure or
14 Discovery Material in this Action.

15 2.13 Professional Vendors: persons or entities that provide litigation support
16 services (e.g., photocopying, videotaping, translating, preparing exhibits or
17 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
18 their employees and subcontractors.

19 2.14 Protected Material: any Disclosure or Discovery Material that is
20 designated as “CONFIDENTIAL.”

21 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from
22 a Producing Party.

23
24 3. SCOPE

25 The protections conferred by this Stipulation and Order cover not only
26 Protected Material (as defined above), but also (1) any information copied or
27 extracted from Protected Material; (2) all copies, excerpts, summaries, or
28

1 compilations of Protected Material; and (3) any testimony, conversations, or
2 presentations by Parties or their Counsel that might reveal Protected Material.

3 This Order shall govern all Protected Material revealed in the above-
4 referenced lawsuit, whether the Protected Material is contained in documents
5 produced, answers to interrogatories, deposition testimony, and/or any other oral
6 or written responses to discovery conducted in this matter, whether it is revealed
7 by Designating Party or any other party or third-party.

8 Any use of Protected Material at trial shall be governed by the orders of the trial judge.
9 This Order does not govern the use of Protected Material at trial.

10
11 4, DURATION

12 Once a case proceeds to trial, information that was designated as
13 CONFIDENTIAL or maintained pursuant to this protective order used or introduced as
14 an exhibit at trial becomes public and will be presumptively available to all members of
15 the public, including the press, unless compelling reasons supported by specific factual
16 findings to proceed otherwise are made to the trial judge in advance of the trial if it is a
17 merit-related document. *See Kamakana*, 447 F.3d at 1180-81 (distinguishing “good
18 cause” showing for sealing documents produced in discovery from “compelling reasons”
19 standard when merits-related documents are part of court record). Accordingly, the
20 parties agree to take reasonable steps to maintain the confidentiality of any Protected
21 Information at trial of this matter in such a manner and until such time as the Court may
22 direct and/or as the parties may otherwise agree.

23 The receiving party shall provide Designating Party with appropriate notice so that
24 Designating Party may have the opportunity to lodge appropriate objections or seek the
25 Court’s direction to prevent disclosure of the Protected Material and/or move for
26 appropriate confidential treatment of the information at trial.

27 The terms of this Order shall remain fully active until released by written consent
28 of Designating Party. The Court shall retain jurisdiction over the parties, this Protective

Order, and recipients of confidential documents, materials, and/or information for the sole purpose of enforcing this Order and adjudicating claims of breaches thereof and administering damages and other remedies related thereto.

5. DESIGNATING PROTECTED MATERIAL

5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items or oral or written communications that qualify so that other portions of the material, documents, items or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order.

Mass, indiscriminate or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber the case development process or to impose unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions.

If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable designation.

5.2 Manner and Timing of Designations. Except as otherwise provided in this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced.

Designation in conformity with this Order requires:

(a) for information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix at a minimum, the legend "CONFIDENTIAL" (hereinafter

1 “CONFIDENTIAL legend”), to each page that contains protected material. If only a
2 portion of the material on a page qualifies for protection, the Producing Party also must
3 clearly identify the protected portion(s) (e.g., by making appropriate markings in the
4 margins).

5 A Party or Non-Party that makes original documents available for inspection
6 need not designate them for protection until after the inspecting Party has indicated
7 which documents it would like copied and produced. During the inspection and before
8 the designation, all of the material made available for inspection shall be deemed
9 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants
10 copied and produced, the Producing Party must determine which documents, or
11 portions thereof, qualify for protection under this Order. Then, before producing the
12 specified documents, the Producing Party must affix the “CONFIDENTIAL legend” to
13 each page that contains Protected Material. If only a portion of the material on a page
14 qualifies for protection, the Producing Party also state clearly identify the protected
15 portion(s) (e.g., by making appropriate markings in the margins).

16 (b) for testimony given in depositions that the Designating Party identifies the
17 Disclosure or Discovery Material on the record, before the close of the deposition all
18 protected testimony.

19 (c) for information produced in some form other than documentary and for
20 any other tangible items, that the Producing Party affix in a prominent place on the
21 exterior of the container or containers in which the information is stored the legend
22 “CONFIDENTIAL.” If only a portion or portions of the information warrants protection,
23 the Producing Party, to the extent practicable, shall identify the protected portion(s).

24 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
25 designate qualified information or items does not, standing alone, waive the Designating
26 Party’s right to secure protection under this Order for such material. Upon timely
27 correction of a designation, the Receiving Party must make reasonable efforts to assure
28 that the material is treated in accordance with the provisions of this Order.

1
2 6. Challenging Confidentiality Designations CHALLENGING CONFIDENTIALITY
3 DESIGNATIONS.

4 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
5 designation of confidentiality at any time that is consistent with the Court's
6 Scheduling Order.

7 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
8 resolution process under Local Rule 37.1 et seq.

9 6.3 The burden of persuasion in any such challenge proceeding shall be on the
10 Challenging Party. Frivolous challenges, and those made for an improper purpose (e.g.,
11 to harass or impose unnecessary expenses and burdens on other parties) may expose the
12 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn
13 the confidentiality designation, all parties shall continue to afford the material in
14 question the level of protection to which it is entitled under the Producing Party's
15 designation until the Court rules on the challenge.
16

17 7. ACCESS TO AND USE OF PROTECTED MATERIAL

18 7.1 Basic Principles. A Receiving Party may use Protected Material that is
19 disclosed or produced by another Party or by a Non-Party in connection with this
20 Action only for prosecuting, defending or attempting to settle this Action. Such
21 Protected Material may be disclosed only to the categories of persons and under the
22 conditions described in this Order. When the Action has been terminated, a Receiving
23 Party must comply with the provisions of section 13 below.

24 Protected Material must be stored and maintained by a Receiving Party at a
25 location and in a secure manner that ensures that access is limited to the persons
26 authorized under this Order.

27 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
28 otherwise ordered by the court or permitted in writing by the Designating Party, a

1 Receiving Party may disclose any information or item designated “CONFIDENTIAL”
2 only to:

3 (a) the Receiving Party’s Outside Counsel of Record in this Action, as
4 well as employees of said Outside Counsel of Record to whom it is reasonably
5 necessary to disclose the information for this Action;

6 (b) the officers, directors, and employees (including House Counsel) of the
7 Receiving Party to whom disclosure is reasonably necessary for this Action;

8 (c) Experts (as defined in this Order) of the Receiving Party to whom
9 disclosure is reasonably necessary for this Action and who have signed the
10 “Acknowledgment and Agreement to Be Bound” (Exhibit A)

11 (d) the court and its personnel;

12 (e) court reporters and their staff;

13 (f) professional jury or trial consultants, mock jurors, and Professional
14 Vendors to whom disclosure is reasonably necessary for this Action and who have
15 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

16 (g) the author or recipient of a document containing the information or a
17 custodian or other person who otherwise possessed or knew the information;

18 (h) during their depositions, witnesses, and attorneys for witnesses, in the
19 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
20 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will
21 not be permitted to keep any confidential information unless they sign the
22 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
23 agreed by the Designating Party or ordered by the court. Pages of transcribed
24 deposition testimony or exhibits to depositions that reveal Protected Material may
25 be separately bound by the court reporter and may not be disclosed to anyone except
26 as permitted under this Stipulated Protective Order; and

27 (i) any mediator or settlement officer, and their supporting personnel,
28 mutually agreed upon by any of the parties engaged in settlement discussions.

1 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
2 OTHER LITIGATION

3 If a Party is served with a subpoena or a court order issued in other litigation
4 that compels disclosure of any information or items designated in this Action as
5 “CONFIDENTIAL,” that Party must:

6 (a) promptly notify in writing the Designating Party. Such notification
7 shall include a copy of the subpoena or court order; promptly notify in writing the
8 party who caused the subpoena or order to issue in the other litigation that some or
9 all of the material covered by the subpoena or order is subject to this Protective
10 Order. Such notification shall include a copy of this Stipulated Protective Order; and

11 (c) cooperate with respect to all reasonable procedures sought to be
12 pursued by the Designating Party whose Protected Material may be affected.

13 If the Designating Party timely seeks a protective order, the Party served with the
14 subpoena or court order shall not produce any information designated in this action as
15 “CONFIDENTIAL” before a determination by the court from which the subpoena or
16 order issued, unless the Party has obtained the Designating Party’s permission. The
17 Designating Party shall bear the burden and expense of seeking protection in that court
18 of its confidential material and nothing in these provisions should be construed as
19 authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive
20 from another court.

21
22 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
23 PRODUCED IN THIS LITIGATION

24 (a) The terms of this Order are applicable to information produced by a Non-
25 Party in this Action and designated as “CONFIDENTIAL.” Such information produced
26 by Non-Parties in connection with this litigation is protected by the remedies and relief
27 provided by this Order. Nothing in these provisions should be construed as prohibiting
28 a Non-Party from seeking additional protections.

1 (b) In the event that a Party is required, by a valid discovery request, to
2 produce a Non-Party's confidential information in its possession, and the Party is
3 subject to an agreement with the Non-Party not to produce the Non-Party's
4 confidential information, then the Party shall:

5 (1) promptly notify in writing the Requesting Party and the Non-Party that
6 some or all of the information requested is subject to a confidentiality agreement with a
7 Non-Party; promptly provide the Non-Party with a copy of the Stipulated Protective
8 Order in this Action, the relevant discovery request(s), and a reasonably specific
9 description of the information requested; and

10 (3) make the information requested available for inspection by the
11 Non-Party, if requested.

12 (c) If the Non-Party fails to seek a protective order from this court within 14
13 days of receiving the notice and accompanying information, the Receiving Party may
14 produce the Non-Party's confidential information responsive to the discovery request.
15 If the Non-Party timely seeks a protective order, the Receiving Party shall not produce
16 any information in its possession or control that is subject to the confidentiality
17 agreement with the Non-Party before a determination by the court. Absent a court order
18 to the contrary, the Non-Party shall bear the burden and expense of seeking protection
19 in this court of its Protected Material.

20
21 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

22 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
23 Protected Material to any person or in any circumstance not authorized under this
24 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing
25 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve
26 all unauthorized copies of the Protected Material, (c) inform the person or persons to
27 whom unauthorized disclosures were made of all the terms of this Order, and (d) request
28 such person or persons to execute the "Acknowledgment and Agreement to Be Bound"

1 that is attached hereto as Exhibit A.

2
3 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
4 PROTECTED MATERIAL

5 When a Producing Party gives notice to Receiving Parties that certain inadvertently
6 produced material is subject to a claim of privilege or other protection, the obligations of
7 the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B).
8 This provision is not intended to modify whatever procedure may be established in an e-
9 discovery order that provides for production without prior privilege review. Pursuant to
10 Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the
11 effect of disclosure of a communication or information covered by the attorney-client
12 privilege or work product protection, the parties may incorporate their agreement in the
13 stipulated protective order submitted to the court.

14
15 12. MISCELLANEOUS

16 12.1 Right to Further Relief. No party who has received Confidential Information
17 shall seek to vacate or otherwise modify this Protective Order at any time. This
18 Protective Order shall not be abrogated, modified, amended, or enlarged except by
19 stipulation and agreement of the parties or by the Court with notices given to each of the
20 parties.

21 12.2 Right to Assert Other Objections. By stipulating to the entry of this
22 Protective Order, no Party waives any right it otherwise would have to object to
23 disclosing or producing any information or item on any ground not addressed in this
24 Stipulated Protective Order. Similarly, no Party waives any right to object on any ground
25 to use in evidence of any of the material covered by this Protective Order.

26 12.3 Filing Protected Material. A Party that seeks to file under seal any Protected
27 Material must comply with Local Civil Rule 79-5. Protected Material may only be filed
28 under seal pursuant to a court order authorizing the sealing of the specific Protected

1 Material at issue. If a Party's request to file Protected Material under seal is denied by
2 the court, then the Receiving Party may file the information in the public record unless
3 otherwise instructed by the court.
4

5 13. FINAL DISPOSITION

6 After the final disposition of this Action, as defined in paragraph 4, within 30
7 days of a written request by the Designating Party, each Receiving Party must return
8 all Protected Material to the Producing Party or destroy such material. As used in this
9 subdivision, "all Protected Material" includes all copies, abstracts, compilations,
10 summaries, and any other format reproducing or capturing any of the Protected
11 Material. Whether the Protected Material is returned or destroyed, the Receiving
12 Party must submit a written certification to the Producing Party (and, if not the same
13 person or entity, to the Designating Party) by the 30 day deadline that (1) identifies
14 (by category, where appropriate) all the Protected Material that was returned or
15 destroyed and (2) affirms that the Receiving Party has not retained any copies,
16 abstracts, compilations, summaries or any other format reproducing or capturing
17 any of the Protected Material. Notwithstanding this provision, Counsel are entitled
18 to retain an archival copy of all pleadings, motion papers, trial, deposition, and
19 hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits,
20 expert reports, attorney work product, and consultant and expert work product, even
21 if such materials contain Protected Material. Any such archival copies that contain
22 or constitute Protected Material remain subject to this Protective Order as set forth
23 in Section 4.

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2 14. VIOLATION

3 Any violation of this Order may be punished by appropriate measures
4 including, without limitation, contempt proceedings and/or monetary sanctions.
5

6 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.
7

8 Dated: August 8, 2019

McNEIL TROPP & BRAUN LLP

9
10 By: /s/ Nicole L. Hazlett
11 Deborah S. Tropp, Esq.
12 Nicole L. Hazlet, Esq.
13 Attorneys for Defendant,
COSTCO WHOLESALE CORPORATION

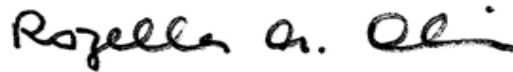
14 Dated: August 8, 2019

REED & GARCIA LAW, P.C.

15
16 By: /s/ Mummer Reed
17 Muammer Reed, Esq.
18 Attorneys for Plaintiff,
19 CHARLOTTE KIRIHARA

20 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

21 Dated: August 9, 2019



22 HON. ROZELLA A. OLIVER
23 – United States Magistrate Judge
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3 **SIGNATURE CERTIFICATION**

4 Pursuant to Section 2(f)(4) of the Electronic Case Filing Administrative Policies
5 and Procedures Manual, I hereby certify that the content of this document is acceptable to
6 Muammer Reed, counsel for the Plaintiff, and that I have obtained authorization from Mr.
7 Reed to affix his electronic signature to this document.
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I, the undersigned, am a citizen of the United States and am at least eighteen years of age. My business address is 2 Park Plaza, Suite 620, Irvine, California 92614.

Muammar Reed, Esq.
 REED & GARCIA LAW, P.C.
 5777 W. Century Blvd., Suite 775
 Los Angeles, CA 90045
 reed@reedgarcialaw.com
 Attorneys for Plaintiff

/s/ Nicole L. Hazlett
Nicole L. Hazlett

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, _____[print or type full name], of
4 _____[print or type full address], declare under penalty of
5 perjury that I have read in its entirety and understand the Stipulated Protective Order that
6 was issued by the United States District Court for the Central District of California on
7 _____in the case of Charlotte Kiriara v. Costco Wholesale Corporation, et. al,
8 CASE NO. 2:19-CV-00611- FMO-RAO. I agree to comply with and to be bound by all
9 the terms of this Stipulated Protective Order and I understand and acknowledge that failure
10 to so comply could expose me to sanctions and punishment in the nature of contempt. I
11 solemnly promise that I will not disclose in any manner any information or item that is
12 subject to this Stipulated Protective Order to any person or entity except in strict
13 compliance with the provisions of this Order.

14 I further agree to submit to the jurisdiction of the United States District Court for
15 the Central District of California for enforcing the terms of this Stipulated Protective
16 Order, even if such enforcement proceedings occur after termination of this action.
17 I hereby appoint [print or type full name] of [print or type full address and telephone
18 number] as my California agent for service of process in connection with this action or
19 any proceedings related to enforcement of this Stipulated Protective Order.
20

21 Date:

22 City and State where sworn and signed:

23 Printed name:

24 Signature:
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